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The Honorable James L. Robart

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

CORY CUMMINS AND SAVANNAH  
CUMMINS,  
Plaintiff,

vs.

SOLGEN POWER LLC and VERITY  
CREDIT UNION,  
Defendant

Case No. 3:23-cv-05363-JLR

**EXHIBIT 2 TO DECLARATION OF  
DOUGLAS MCKINLEY IN  
SUPPORT OF DEFENDANT'S  
MOTION TO DISMISS PURSUANT  
TO FED. R. CIV. P. 12(b)(6), AND  
ALTERNATIVELY, MOTION TO  
COMPEL ARBITRATION**

**Note on Motion Calendar:  
September 1, 2023**

**Oral Argument Requested**

EXHIBIT 2 TO DECLARATION OF DOUGLAS MCKINLEY IN SUPPORT OF DEFENDANT'S MOTION TO  
DISMISS PURSUANT TO FED. R. CIV. P. RULE 12(B)(6), AND ALTERNATIVELY, MOTION TO COMPEL  
ARBITRATION



**Borrowers:** Cory Cummins Savannah Cummins  
**Address:** 29 Parke Ln, Longview WA 98632  
**Effective Date:** 05/24/2022

Congratulations on being approved for the Verity Credit Union Solar Loan! It is our goal to provide you the lowest possible payments to help you put more solar in the world. Below is a summary of your Solar Loan and how it works.

## Solar Loan Summary

Amount Financed	Rate (Fixed)	Number of Payments	Initial Payment (1 - 18)	Adjusted Payment Option 1 (19 - 300) if Tax Credit is paid to principal by the 18th payment	Adjusted Payment Option 2 (19 - 300) if Tax Credit is not paid to principal by the 18th payment**
<b>\$ 124550.45</b>	<b>3.990%</b>	<b>300</b>	<b>\$ 422.07</b>	<b>\$ 504.17 (e)</b>	<b>\$ 681.31 (e)</b>

The sales price of your solar installation is: **124550.45**

This means your estimated federal solar investment tax credit\* could be as much as: **32383.12 (e)**

Your first 18 payments will be **422.07** , and due monthly starting **06/23/2022** .

After **12/23/2023** , when the 18<sup>th</sup> payment is due, your loan will be reamortized. If an optional principal payment in the amount equal to your estimated tax credit has been paid to principal before this date, your payment will be adjusted to **504.17 (e)** for the remaining term of the loan. If no optional principal payments have been made by this date, then your payment will be adjusted to **681.31 (e)**.

(e) means an estimate

\*\*The maximum payment for the loan will be the payment that is disclosed on the loan note.

\*You acknowledge your eligibility for this tax credit is not guaranteed. In order to realize the benefits of the solar investment tax credit, you must have federal income liability that is at least equal to the value of the credit. Verity Credit Union, Voltana Indirect, or your solar installer are not financially responsible for your receipt of any tax credit related to the solar installation associated with this financing. We do not provide tax advice and nothing in this document is intended to be used as tax advice. To determine your eligibility for any federal solar investment tax credit, you should make an independent assessment or consult with your tax advisor.



P.O. Box 75974  
Seattle, WA 98175-0974  
(206) 440-9000  
(206) 361-5300 FAX



# CONSUMER LOAN APPLICATION

DATE

## APPLICANT INFORMATION. Married Applicants may apply for an individual loan/separate account.

Type of Credit. Check the type of credit for which you wish to apply.

- ☐ Individual credit -- If you are applying for individual credit, complete the Applicant section.  
☐ Joint credit -- If you are applying for joint credit with your spouse or another person, complete the Applicant section and the Spouse/Co-Applicant section.

You must initial here if you intend to apply for Joint Credit: **X** **X**

Spouse Information. You must also complete the Spouse section if any of the following apply: (1) your spouse will use your account; or (2) you are relying on your spouse's income

as a source of repayment.

### Type of Credit Applied For:

- ☐ Ready Money Line of Credit Limit Desired \_\_\_\_\_  
☐ Personal Amount \_\_\_\_\_  
☐ Auto Amount \_\_\_\_\_  
☐ Recreational Vehicle Amount \_\_\_\_\_  
☐ Other \_\_\_\_\_

Payment Method: ☐ ACH ☐ Automatic Share Transfer ☐ Cash  
Frequency: ☐ Monthly ☐ Bi-weekly ☐ Semi Monthly  
Collateral Offered: \_\_\_\_\_  
☐ New Auto ☐ Used Auto ☐ Signature ☐ Other \_\_\_\_\_  
Term (mos) \_\_\_\_\_  
Purpose \_\_\_\_\_

### APPLICANT OR CO-SIGNER

Complete for secured credit or if you live in a community property state.

- ☐ MARRIED ☐ SEPARATED ☐ UNMARRIED (Single, Divorced, Widowed)

FIRST NAME Cory	INITIAL	LAST NAME Cummins
SOCIAL SECURITY NO. 461752148	DRIVER'S LICENSE NO. & STATE	BIRTH DATE 01/21/1981
HOME PHONE NO. (805) 822-4694	NO. OF DEP.	AGE OF DEPENDENTS OTHER
E-MAIL ADDRESS coryscummins@gmail.com		
CURRENT STREET ADDRESS (Street/City/State/Zip) 29 Parke Ln Longview WA 98632		SINCE 3 Yrs 6 Mo DO YOU: <input type="checkbox"/> OWN <input type="checkbox"/> RENT PAYMENT AMOUNT: \$
FORMER STREET ADDRESS		YEARS THERE
CITY	STATE	ZIP CODE 0
PERSONAL REFERENCE		RELATIONSHIP

### ☐ SPOUSE/DOMESTIC PARTNER ☐ CO-APPLICANT

Complete for secured credit or if you live in a community property state.

- ☐ MARRIED ☐ SEPARATED ☐ UNMARRIED (Single, Divorced, Widowed)

FIRST NAME Savannah	INITIAL	LAST NAME Cummins
SOCIAL SECURITY NO. 569771892	DRIVER'S LICENSE NO. & STATE	BIRTH DATE Dec/16/1983
HOME PHONE NO. (805) 509-6086	NO. OF DEP.	AGE OF DEPENDENTS OTHER
RELATIONSHIP TO APPLICANT		E-MAIL ADDRESS savannahsmiles1983@yahoo.com
CURRENT STREET ADDRESS (Street/City/State/Zip) 29 Parke Lane Longview WA 98632		SINCE 3 Yrs 6 Mo DO YOU: <input type="checkbox"/> OWN <input type="checkbox"/> RENT PAYMENT AMOUNT: \$
FORMER STREET ADDRESS		YEARS THERE
CITY	STATE	ZIP CODE 0
PERSONAL REFERENCE		RELATIONSHIP

### EMPLOYMENT & INCOME If you are self-employed, attach a financial statement and your most recent income tax return.

CURRENT EMPLOYER Zipty Fiber	HIRE DATE 6 Yrs 6 Mo
WORK PHONE NO.	
POSITION Fiber Technician2	MONTHLY GROSS INCOME \$ 6280
FORMER EMPLOYER (if current less than 2 years)	

CURRENT EMPLOYER Hamilton Drywall Products	HIRE DATE 5 Yrs 2 Mo
WORK PHONE NO.	
POSITION Purchasing Manager	MONTHLY GROSS INCOME \$ 4506
FORMER EMPLOYER (if current less than 2 years)	

### OTHER INCOME You need not list income from alimony, child support or separate maintenance unless you wish it considered for purposes of granting this credit.

SOURCE OF OTHER INCOME	FREQUENCY	MONTHLY INCOME
1.		\$
2.		\$

SOURCE OF OTHER INCOME	FREQUENCY	MONTHLY INCOME
1.		\$
2.		\$

### ASSETS & DEPOSITS Please check the appropriate box below. INDICATE: A - Applicant OR C - Spouse/Domestic Partner/Co-Applicant

CHECK ONE "✓"			FINANCIAL INSTITUTION	CURRENT BALANCE	CHECK ONE "✓"			FINANCIAL INSTITUTION	CURRENT BALANCE
A	C	TYPE			A	C	TYPE		
				\$				\$	
				\$				\$	
				\$				\$	
AUTO 1		YEAR	MAKE	VALUE \$	AUTO 2		YEAR	MAKE	VALUE \$
REAL ESTATE				VALUE \$	OTHER ASSETS (Retirement, Stocks, Bonds)				VALUE \$

Be sure to list all open accounts with or without a balance. Attach separate sheet if necessary.  
**A - APPLICANT    C - SPOUSE/DOMESTIC PARTNER/CO-APPLICANT    D - DEBTS TO BE PAID OFF**

## SIGNATURES

**AUTHORIZATION TO ACCESS CREDIT REPORT** – Would you like Verity Credit Union to review your credit report related to this Loan Application to determine whether they might be able to offer you other credit products, products with more favorable interest rates, lower payments or other more advantageous terms than credit products you currently have. ☐ Yes ☐ No

You understand that it is a crime to willfully and deliberately provide incomplete or incorrect information to obtain credit. False or misleading statements in your application may cause any loan to be in default. You agree that this application shall be the Credit Union's property whether or not this application is approved.

**- DocuSigned by:**

—DocuSigned by:

Date 4/24/2022



Credit Union Use Only

Date Opened/ Accepted:

**What would you like to do with this form:**

- ☒ Open an Account - Complete all steps and include one piece of identification. WA State ID requires 2nd piece of ID.
- ☐ Remove a joint owner - Complete Steps 1, 2, 4 & 5 Removing a joint owner form required.
- ☐ Add a joint owner or beneficiary - Complete Steps 1, 2, 4 & 5 ID required for joint owners only (State Issued ID or Passport). Both signatures required to add joint owners.
- ☐ Name Change (for all accounts)- Complete Steps 1 & 5. Include copy of Marriage Certificate/Court Order and ID. Previous Name:
- ☐ Change Member Information - Complete Steps 1 & 5. For SSN#, DOB and DL# changes please include documentation. Note: This change will be in effect for all accounts.

**Eligibility & Reason for Joining**How do you qualify for membership at Verity Credit Union? ☒ WA Resident ☐ Current Member ☐ Other: \_\_\_\_\_

Name and relationship of family member:

**Reason for Joining:**

- ☐ Convenient Location ☐ Radio/TV/Print Advertisement ☒ Solar Loan
- ☐ Referred by Someone (i.e. friend/family/employee) ☐ Direct Mail ☐ Branch Event
- ☐ Internet/ Social Media ☐ Mortgage Loan ☐ CUDL

**Step 1 - Personal Information**

Name (First, Middle Initial, and Last) <b>Cory Cummins</b>	SSN <b>461752148</b>	Date of Birth <b>01/21/1981</b>
Home Address <b>29 Parke Ln</b>	City, State and Zip <b>Longview WA 98632</b>	Email Address <b>coryscummins@gmail.com</b>
Mailing Address (if different from above)	City, State and Zip	Drivers License Number, State, and Expiration Date
Home Phone Best Contact # <input type="checkbox"/>	Work Phone Best Contact # <input type="checkbox"/>	Cell Phone or Other Phone <b>(805) 822-4694</b> Best Contact # <input checked="" type="checkbox"/>
Employer Name <b>Ziply Fiber</b>	Occupation <b>Fiber Technician2</b>	Call-In Password (required)

**Step 2 - Account Products****Check the gray box of the product you are interested in opening or changing - one check per line only**

Credit Union Use Only Account Number	Prime Share Savings (\$5 one time fee)	Savings Account	Cartwheel Checking	Cash Back Checking	Double Cash Back Checking	Verity Checking	Value Checking	Money Market	Youth Prime Share	Youth Checking
Certificate of Deposit	Certificate Rate _____%	90 Day	6 Month	6 Month Savers	12 Month	12 Month Savers	24 Month	36 Month	60 Month	
Certificate of Deposit	Certificate Rate _____%	90 Day	6 Month	6 Month Savers	12 Month	12 Month Savers	24 Month	36 Month	60 Month	

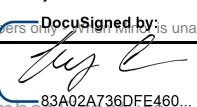

Funds to be transferred from (acct# &amp; type):

☐ Check Attached ☐ Other (please describe):**Step 3 - Account Services****Select the account services you would like:**

- ☐ Debit Card ☐ No Promotional Mailings ☐ Overdraft Protection. Please indicate the Savings, Money Market, Ready Money or HELOC account number the funds will draw from if needed. 1. \_\_\_\_\_ 2. \_\_\_\_\_
- ☐ ATM Card ☐ Paper Statements
- ☐ Checks Starting# \_\_\_\_\_

**Member Initiated Services:**

- ☐ Direct Deposit ☐ Online Branch\* ☐ Electronic Statements\* \*Homebanking and Electronic Statements required for rewards checking

<b>Step 4 - Joint Owner #1</b> <input type="checkbox"/> Individual Account <input type="checkbox"/> Joint Account Owner (with right of survivorship)		
<b>Primary and Joint Owner signatures required when designating joint ownership.</b>		
Name (First, Middle Initial, and Last)	SSN	Date of Birth
Savannah Cummins	569771892	Dec/16/1983
Home Address	City, State and Zip	Email Address
29 Parke Lane	Longview WA 98632	savannahsmiles1983@yahoo.com
Mailing Address (if different from above)	City, State and Zip	Drivers License Number, State, and Expiration Date
Home Phone & Cell Phone	Work Phone	Password
(805) 509-6086		
<b>Step 4 - Joint Owner #2</b> <input type="checkbox"/> Individual Account <input type="checkbox"/> Joint Account Owner (with right of survivorship)		
<b>Primary and Joint Owner signatures required when designating joint ownership.</b>		
Name (First, Middle Initial, and Last)	SSN	Date of Birth
Home Address	City, State and Zip	Email Address
Mailing Address (if different from above)	City, State and Zip	Drivers License Number, State, and Expiration Date
Home Phone & Cell Phone	Work Phone	Password
<b>Step 4 - Beneficiary - Payable on Death</b> <input type="checkbox"/> All Accounts <input type="checkbox"/> Beneficiary applies to accounts listed: _____		
Name (First, Middle Initial, and Last)	SSN	Date of Birth
Home Address	City, State and Zip	Email Address
Mailing Address (if different from above)	City, State and Zip	Relationship
Home Phone	Cell Phone	Work Phone
<b>Step 5-TIN Certification and Backup Withholding Information</b>		
By signing below, I certify, under penalties of perjury, that (1) I am a U.S. person (including a U.S. resident alien), (2) that the Social Security number (SSN)/ taxpayer identification number (TIN) shown is my/ the correct identification number and (3) I am NOT, unless designated below, subject to backup withholding because I have not been notified that I am subject to backup withholding as a result of a failure to report all dividends or interest, or because the IRS has notified me that I am no longer subject to backup withholding.		
<input type="checkbox"/> I am NOT a United States citizen or U.S. person. I am a Non-Resident Alien <input type="checkbox"/> Exempt <input type="checkbox"/> I am Subject to Back Withholding		
By signing below, I/We agree to the terms and conditions of the Membership and Account Agreement, Truth in Savings Rate and Fee Schedule, Funds Availability Disclosure, if applicable, and to any amendments the Credit Union makes from time to time which are incorporated herein. I/We acknowledge receipt of a copy of the Agreement and Disclosures applicable to the accounts and services requested herein. If an ATM card or EFT service is requested and provided, I/We agree to the terms of and acknowledge receipt of the Electronic Funds Transfer Agreement. The Internal Revenue Service does not require your consent to any provision of the Account Form other than the certifications to avoid backup withholding. I/We irrevocably waive the right to dispose of by Will any of my/our accounts with the Credit Union, now and in the future. I/We acknowledge the obligation to comply with the terms of the Bank Secrecy Act and the USA Patriot Act.		
<input type="checkbox"/> Authorized by: _____		Relationship to Minor: _____
(For Minor members only when minor is unable to sign)		
DocuSigned by:  83A02A736DFF460...		Date: 4/24/2022
X Member Signature		
DocuSigned by:  4A8DB0254D064ED...		Date: 4/24/2022
X Joint Owner Signature		
NOTE: Both Primary and Joint Owners signatures required when adding joint owners.		
NOTE: Both Primary and Joint Owners signatures required when adding joint owners.		
X Joint Owner Signature		Date: _____
<b>Please sign and mail to: Verity Credit Union PO BOX 75974, Seattle, WA 98175-0974</b>		
<b>Credit Union Use Only</b>		
Date Opened/ Accepted: _____ Opened By (Name & Teller #): _____ Branch: _____		
Was the following verified? <input type="checkbox"/> Signature <input type="checkbox"/> Picture ID (attached or on file) <input type="checkbox"/> OFAC <input type="checkbox"/> Chex Systems		
Identity verified by: _____ Approver Name & Teller #: _____ Date Scanned: _____ Rev. 05-05-2014		



Date: 4/24/2022

Member Name(s): Cory Cummins

Savannah Cummins

Address: 29 Parke Ln, Longview WA 98632

Property Address: 29 Parke Ln, Longview WA 98632

Dear, Cory Cummins

Thank you for choosing Verity Credit Union for your financial needs!

I am pleased to inform you that your request for a Solar Loan has been approved for a loan amount of \$ 124550.45 , with a rate of 3.990 %. In addition to the cost of the panels there are county/state UCC 1 filings fees that can be added to your loan amount.

The finalization of this loan is subject to Verity Credit Union securing a second lien on the property.

The cost for a UCC 3 filing (removing the credit union as lien holder) will be added to the payoff figure, based on the county's current rate, when your loan is paid in full and closed.

Your request will be approved subject to us obtaining the following checked items:

☐

**Copy of signed contract from Solar Vendor**

☐

**Verification of Income** – Two most recent paystubs; award letter for social security & pension (if applicable); or if self employed, two most recent tax returns.

If we can be of further assistance, please contact Consumer Lending at 1-800-444-4589 extension 2571.

Sincerely,

Verity Credit Union Loan Processing

**RETAIL INSTALLMENT CONTRACT**

In this Retail Installment Contract ("Contract"), the words "we," "us," "our" and "Seller" mean the Seller identified below, and Seller's successors and assignees. The words "you," "your," and "Buyer" mean the Buyer identified below who signs or authenticates this Contract. Words or phrases preceded by a checkbox (☐) are only applicable if the checkbox is marked (e.g. ☒)

Date of Contract	Contract Maturity Date
05/24/2022	05/24/2047

<b>SELLER</b> (Name and Address) SolgenPower  Tax ID #	<b>BUYER</b> (Name and Address) Cory Cummins Savannah Cummins 29 Parke Ln Longview WA 98632
---	---

You (Buyer) agree to buy, subject to the terms of this Contract, and we (Seller) agree to sell the Goods and Services described below in the section "Description of Goods and Services." The goods covered by this Contract are sold in their current condition, together with any attachments or accessories.

**DESCRIPTION OF GOODS AND SERVICES** (e.g. Make, Model, Serial Number, etc.)

Solar products in accompanied installation agreement

You promise to pay us according to the terms of this Contract, including the terms set forth in the Federal Truth-In-Lending Disclosure which is an integral part of this Contract. All payments to us must be in lawful money of the United States of America.

To secure payment of this Contract and your other promises under this Contract, you give us a security interest in and/or a lien upon the goods described above and all accessories, parts, equipment, attachments, and accessions placed on or in the goods. Our security interest extends to any replacements of the goods which you purchase within 10 days of the date of this Contract or any extensions, renewals, or refinancings of this Contract. You further grant us a security interest and assignment in the proceeds of any policy of insurance covering the goods purchased with this Contract.

**This Contract is subject to a fixed Simple Interest Rate of 3.990 % per annum. Interest will begin to accrue at the Simple Interest Rate on the 05/24/2022 day following the Date of Contract.**

**FEDERAL TRUTH-IN-LENDING DISCLOSURE**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all payments as scheduled.	The total cost of your purchase on credit including your down payment of:
<b>3.990 %</b>	<b>\$ 75176.23</b>	<b>\$ 124550.45</b>	<b>\$ 199726.68</b>	<b>\$ 124550.45</b>
			<b>\$ 0.00</b>	

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When payments are due
<b>1 - 18</b>	<b>422.07</b>	<b>Monthly</b>
<b>19 - 300</b>	<b>681.31</b>	<b>06/23/2022</b>
		<b>12/23/2023</b>

**Security:** You are giving us a security interest in: ☒ the goods or property being purchased; ☐ \_\_\_\_\_

☐ **Required Deposit.** The Annual Percentage Rate does not reflect the effect of the required deposit.

**Late Charge:** If your payment is more than 10 days late, you will be charged a fee of 5.0% of the past due payment or \$25, whichever is greater.

**Prepayment:** If you pay off early, you will not have to pay a penalty.

**Filing Fee:** \$ 200.00

See the text of this Contract for additional information about nonpayment, default, and any required repayment in full before the scheduled date.

**ITEMIZATION OF AMOUNT FINANCED**

A. Sale Price		D. Amount Paid to Public Officials (UCC Fin. Stmt.)	\$ <u>200.00</u>
1. Sale Price	\$ <u>124550.45</u>	E. Unpaid Principal Balance (C + D)	\$ <u>124550.45</u>
2. State Sales Tax	\$ <u>0.00</u>	F. Required Deposit Balance	\$ _____
3. Total Sale Price (A1 + A2)	\$ <u>124550.45</u>	G. Amount Financed (E - F)	\$ <u>124550.45</u>
B. Cash Down Payment	\$ <u>0.00</u>	H. Finance Charge (Service Charge)	\$ <u>75176.23</u>
C. Unpaid Balance of Sale Price (A3 - B)	\$ <u>124550.45</u>	I. Time Balance Owed by Buyer (G + H)	\$ <u>199726.68</u>



**ADDITIONAL TERMS OF CONTRACT**

**Repayment.** You promise to pay to Us the Amount Financed (the unpaid portion of the Sale Price) plus all accrued interest and other finance charges according to the Payment Schedule set forth in the Federal Truth-In-Lending Disclosure on Page 1 of this Contract. The scheduled payment amounts shown on Page 1 include interest computed at the Simple Interest Rate shown on Page 1 from the date finance charges begin to accrue, as also shown on Page 1. You promise to make payments until the entire Amount Financed and all accrued interest and any other fees and charges have been paid in full.

During the first 18 months of this Contract, your scheduled payment amount will be an amount equal to all of the interest charges that are scheduled to accrue on the Amount Financed each month ("Interest Only Payments"). This payment amount is shown in the first row of the Payment Schedule on Page 1. After that, your scheduled payments will be principal and interest payments in an amount equal to that necessary to fully amortize the Amount Financed (principal) by the Contract Maturity Date at the Simple Interest Rate shown on Page 1, subject to a minimum of \$25.00. This payment amount is also shown in the Payment Schedule on Page 1.

This Contract is subject to a Simple Interest Rate, shown on Page 1, which applies a daily periodic rate (corresponding to the annual Simple Interest Rate) to the unpaid principal balance due under this Contract each day. The Total of Payments amount shown in the Federal Truth-In-Lending Disclosure on Page 1 is based on the assumption that we will receive your scheduled payment on the payment due date each month. If you make your payment earlier than the scheduled due date, or in an amount larger than required, this will have the effect of reducing the total amount of interest that accrues. If you make your payment later than the scheduled due date, this will have the effect of increasing the total amount of interest that accrues. As a result, the amount and timing of each payment that you make during the term of this Contract may affect the amount of your final payment, which may be larger or smaller than the scheduled payment amount shown in the Payment Schedule.

**Late Charge.** If your scheduled payment is not received by the date specified in the section "Late Charge" in the Federal Truth-In-Lending Disclosure, you will be charged a late charge as set forth on Page 1.

**Prepayment.** You may prepay all or a part of the unpaid balance at any time without penalty. If you make a partial prepayment (that is, if your prepayment does not repay the entire outstanding balance), you are still required to make the next scheduled payment due, unless your outstanding balance is less than that amount, in which case your scheduled payment will be the remaining unpaid balance. If you make a full prepayment, you may be entitled to a refund of a portion of any finance charge that we have collected that is in excess of the amount of finance charge that we were entitled to collect to the date of prepayment in full. The amount of any such refund shall be calculated and refunded to you as prescribed by applicable state law.

**Collateral; Security Interest.** If this Contract is for the purchase of goods, you have given us a security interest in or lien on the goods purchased with the Contract, as described on Page 1 (hereinafter "Collateral"). You understand that we may file a Uniform Commercial Code (UCC) financing statement as permitted by applicable law to perfect our security interest in the Collateral. You promise to pay us an amount equal to the financing statement filing fee, if any, shown in the Itemization of Amount Financed on Page 1. You agree that you will cooperate with us in doing anything necessary to help us perfect our security interest or maintain our security interest in the Collateral while you owe money under this Contract. Unless we give our prior express written consent, you will not allow any other liens, security interests or encumbrances to attach to the Collateral. Upon payment of all sums due under this Contract, we shall release our security interest in the Collateral. To the extent permitted by law, you agree to pay us any costs associated with releasing our security interest, including the cost of filing any termination statement.

**Property Insurance.** You promise to maintain property insurance coverage to protect our interest in the Collateral at all times. The coverage must be in an amount sufficient to protect our security interest in the Collateral, and must protect against loss by theft, fire, and other hazards included in the term "comprehensive." You may obtain the insurance from any insurer you want that is duly licensed to do business in the state in which the Collateral is located, provided such insurer is reasonably acceptable to us. You may provide the insurance through an existing policy you own, or through a policy you obtain and purchase on your own. You agree that you will provide us with satisfactory evidence of such coverage upon our request, and to provide such evidence within a reasonable period of time after you receive written notice of our request.

You understand and agree that if you do not provide us with evidence of the insurance coverage required by this provision, that we may, at our sole and exclusive option, purchase property insurance coverage to protect our security interest in the Collateral, and you agree to pay us for the coverage. THE INSURANCE WILL NOT BE LIABILITY INSURANCE. If you have not immediately paid us for such insurance and we have added the amount to the unpaid balance of your Contract, we may charge interest on any such amount we have paid for insurance until the effective date of the cancellation or expiration of such insurance, or until you have paid us in full for such insurance. You understand that we are under no obligation to purchase insurance coverage to protect the Collateral, and that any insurance we may obtain may cost more, and provide you with less coverage, than insurance you may be able to obtain on your own. We have the authority to obtain, adjust, settle or cancel insurance, and may endorse any party's name on any draft.

**Default.** Each of the following shall constitute an event of default under this Contract. You will be in default if: (a) you fail to make any payment or perform any obligation you have under this Contract or any other agreement you have with us; (b) you have made a false or misleading statement in your credit application and/or in any of your representations to us while you owe money under this Contract; (c) you are the sole Buyer (or the sole remaining Buyer) under this Contract and you should die; (d) you should be involved in any insolvency, bankruptcy, receivership or custodial proceeding brought by you, or brought against you by another person or entity; (e) you use the collateral in any illegal activity; (f) you do anything or fail to do anything that we believe endangers the Collateral; (g) a judgment or tax lien should be filed against you or any attachment or garnishment should be issued against any of your property or rights; or (h) we, in good faith, believe that your ability to repay amounts due under this Contract is or will soon be impaired, time being of the very essence.

**Remedies.** Upon the occurrence of an event of default, and after providing you notice, if any, required by applicable law of your right to cure the default and you fail to cure the default in the time provided in such notice, we may require immediate repayment in full of the amounts remaining unpaid under this Contract. To the extent permitted by applicable law, you individually and jointly waive presentment, demand, protest, notice of protest, notice of intent to accelerate, notice of acceleration, and any other notice that we are demanding payment in full due to your default under this Contract. You understand that interest shall continue to accrue at the rate shown on Page 1 on the unpaid balance of this Contract after an event of default, until the outstanding balance is paid in full.

If you fail to pay the amounts you owe upon default, we may, to the extent permitted by applicable law, exercise our rights with respect to the Collateral. We may require that you deliver the Collateral to us at a time and place of our choosing, or we may, at our sole and exclusive option, take possession of the Collateral. You understand and agree that we may take possession of the Collateral without judicial process and you authorize a right of entry upon the premises where the Collateral is located for that purpose. If, in taking possession of the Collateral, it is necessary for us to enter any dwelling or structure located on the premises where the Collateral, or any part of the Collateral, is located, we shall if required by applicable law, give you notice of our intent to do so, and you agree that you shall cooperate with us and/or our agent(s) in doing everything that we reasonably require to repossess the Collateral. You understand that this Contract, the Uniform Commercial Code, and other applicable law authorizes us to take various actions to enforce this Contract, and we may rely on any or all of those provisions. We may sell or dispose of the Collateral in any manner permitted by applicable law, and any resulting deficiency shall be immediately paid to us, to the extent allowed by applicable law.

In the event that collection efforts are required to obtain amounts you owe us under this Contract, you agree to pay us all costs and expenses incurred by us in collecting the amounts owed, including court costs, private process server fees, investigation fees or other costs incurred in collection. If we (or any holder of this Contract) places this Contract for collection with an attorney who is not our salaried employee (or a salaried employee of the Contract holder), you also agree to pay reasonable attorneys' fees, even if a legal action is not brought, to the extent permitted by applicable law.

**Severability.** If any part of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall remain in full force and effect.

**No Waiver.** Any delay by us in exercising any right, remedy, power or privilege under this Contract shall not be deemed a waiver of our right to exercise any such right, remedy, power or privilege at a later time.

**Other Provisions.** All of our rights under this Contract shall inure to the benefit of our successors and assigns, and all of your obligations under this Contract shall be binding upon your heirs or legal representatives or successors. You expressly authorize the use of electronic signatures, facsimile signatures, digital signatures, or other electronically

**ADDITIONAL TERMS OF CONTRACT (Continued)**

generated signatures for purposes of signing/authenticating this Contract, and you understand that such signatures shall have the same legal force and effect as your original signature for purposes of this Contract or any documents related to this Contract.

**Assignability.** We may assign any rights we have under this Contract without obtaining your consent.

**Governing Law.** You understand and agree that this Contract will be governed by the laws of the State of Washington, except to the extent that federal law controls.


**SIGNATURES****NOTICE TO BUYER.**


- (a) Do not sign this contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.
- (b) You are entitled to a copy of this contract at the time you sign it.
- (c) You may at any time pay off the full unpaid balance due under this contract, and in doing so you may receive a partial rebate of the service charge.
- (d) The service charge does not exceed 0 % per annum computed monthly.
- (e) You may cancel this Contract if it is solicited in person, and you sign it, at a place other than the Seller's business address shown on the Contract, by sending notice of such cancellation by certified mail return receipt requested to the Seller at his or her address shown on the Contract which notice shall be posted not later than midnight of the third day (excluding Sundays and holidays) following your signing this Contract. If you choose to cancel this Contract, you must return or make available to the Seller at the place of delivery any merchandise, in its original condition, received by you under this Contract.

**BUYER**

By signing below, you acknowledge that you have read this Contract, that you understand it, that you agree to its terms, and that you have received a completed copy of it.

**RETAIL INSTALLMENT CONTRACT**

DocuSigned by:  
  
 X Buyer's Signature Cory Cummins Date 04/24/2022

DocuSigned by:  
  
 X Buyer's Signature Savannah Cummins Date 04/24/2022

**SELLER**

By Solgen Power

Its \_\_\_\_\_

**SELLER WARRANTY AND ASSIGNMENT**

For value received, Seller hereby sells, assigns and transfers to **VERITY CREDIT UNION** ("Assignee") all rights, title, and interest Seller has which is related to Seller's financial interest in this Contract, provided, however, that none of Seller's obligations are conveyed to Assignee, all of which Seller retains. To induce Assignee to purchase this Contract, Seller represents and warrants to Assignee as follows:

1. This Contract is and will remain valid, binding and enforceable.
2. The Signature of any Buyer is genuine.
3. The subject goods have been delivered to the Buyer, and Buyer has purchased the same for the Buyer's own use and benefit.
4. All facts set forth in this Contract are true.
5. All statements of Buyer made on any forms related to this Contract are true to the best of Seller's knowledge, information and belief.
6. In relation to the transaction to which this Contract relates, Seller has complied with all applicable federal and state laws and regulations, including without limitation, the federal Truth-In-Lending Act and Equal Credit Opportunity Act.
7. If this Contract is made in connection with a transaction solicited in person at a place other than Seller's business address shown on this Contract, Seller has furnished all required notices and has complied with all applicable documentation and timing requirements imposed by Washington law (Title 63, Chapter 63.14, Washington Statutes).

All representations and warranties of Seller state herein are made to induce Assignee to purchase this Contract; and, in the event of a breach, without regard to Seller's or Assignee's knowledge or lack of knowledge with respect thereto at the time of occurrence or otherwise, Seller will, upon the demand of Assignee, repurchase this Contract from Assignee for the entire balance then remaining unpaid. Seller waives all demands and notices of default and consents that, without notice to Seller, Assignee may extend time to or compromise or release, by operation of law or otherwise, any right against Buyer or other obligated party.

**Seller agrees that this Contract is sold, assigned and transferred to Assignee with full recourse to Seller and subject to Seller's unconditional guarantee.**

**Assignment:** Seller does hereby assign this Contract to **Verity Credit Union, P.O. Box 75974, Seattle, WA 98175-0974**, under the terms of Seller's Warranty and Assignment.

**SELLER**

By Solgen Power

Its \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**




## New account and membership disclosures

Included in this packet are documents pertaining to your new relationship with Verity Credit Union. Please take a moment to review them. You may print and save them for your records, or access them at any time at [veritycu.com/disclosures](https://veritycu.com/disclosures).

- Membership and account agreement
- Privacy Policy
- Electronic Services Agreement
- Deposit truth-in-savings
- Certificate truth-in-savings
- Fee schedule
- E-Documents
- Overdraft Privilege
- Funds Availability Policy

By signing below, you are indicating you have received and understand all of the disclosures listed above.

DocuSigned by:  
  
83A02A736DFE460... (primary applicant)

DocuSigned by:  
  
4A6DB0254D004ED... (joint applicant, if applicable)

**VERITY CREDIT UNION**  
**MEMBERSHIP AND ACCOUNT**  
**AGREEMENT**

This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Account Form or Account Change Form (“Account Form”). The words “we,” “us,” and “our” mean Verity Credit Union (“Credit Union”). The word “account” means any one or more accounts you have with the Credit Union.

The classification and form of ownership of your accounts are designated on your Account Form. By signing the Account Form or completing and transmitting an Online Account Form or service request that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, and the Truth-in-Savings Disclosures (Rate and Fee Schedule) accompanying this Agreement, any account receipt, the Credit Union’s Bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time. Unless you waive your rights, you understand that certain account designations, such as a joint ownership with right of survivorship or POD beneficiary may be invalidated upon the Credit Union’s receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law.

**I. MEMBERSHIP AND ACCOUNTS**

**1. Membership Eligibility.** To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union’s field of membership and must satisfy the membership qualifications as required by the Credit Union’s Bylaws. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request or the Credit Union offers from time to time.

**2. Individual Accounts.** An individual account is an account owned by one depositor including any

individual, corporation, partnership, trust, or other organization qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent’s estate or payable on death (“POD”) beneficiary, if applicable.

**3. Joint Accounts.** An account owned by two or more persons is a joint account.

a. Rights of Survivorship. If your account is a joint account, the account is owned as a joint account with rights of survivorship unless otherwise stated on the Account Form. If the account is a joint account with right of survivorship, upon the death of one of the joint account owners, that person’s interest will become the property of the surviving joint account owners.

b. Rights of Joint Account Owners. Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a Court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

c. Joint Account Owner Liability. If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

**4. POD/Trust Beneficiaries.** A Payable on Death (POD)/Trust designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD/Trust beneficiary designated on your Account Card. Accounts payable to more than one POD/Trust beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD/Trust beneficiary designation shall not apply to IRA accounts which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

**5. Accounts for Minors.** For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a parental joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Account Form. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the Form. The Credit Union shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing by all account owners.

**6. Washington Uniform Transfer to Minors Accounts.** An account under the Washington Uniform Transfer to Minors Account (WUTTMA) is an individual account established by a member as a custodian on behalf of a minor (a person under twenty-one (21) years of age). The custodian shall open the account in the name of the minor, include the minor's social security number, and must sign his or her own name on the Account Card. The custodian is the owner of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. In the event of the custodian's death, the Credit Union may place an administrative hold on the account until it receives instructions from any person

authorized by law to withdraw funds or a court order authorizing such withdrawal.

**7. Accounts for Living Trusts.** An account of a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee shall sign an Account Authorization Form and provide any other evidence of the trustee's authority the Credit Union requires. Trustee warrants that a valid living trust has been created, is currently in existence, and that the trustor and primary beneficiary are eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the Credit Union in writing if a change of trustee occurs. Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust or an Account Change form is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold Credit Union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.

**8. Accounts of Organizations and Associations.** Accounts held in the name of an organization or association member are subject to the same terms set forth in this Agreement and the following additional rules. The Credit Union reserves the right to require the member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to an organization may not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.

**9. Deposit Requirements.** Funds may be deposited to any account in any manner approved by



the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule. All accounts are non-assignable and nonnegotiable to third parties. Share Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Share Certificate for each account, which is incorporated herein by this reference.

a. Endorsements. You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1½ inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

b. Collection of Items. The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union acts only as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will be liable only for its own negligence. The Credit Union reserves the right to send any item for collection.

c. Final Payment. All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the

right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

d. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at unstaffed facilities such, as night depositories, will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. Funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

## **10. Account Access.**

a. Authorized Signature. In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a

facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

b. Electronic Signature. You understand and agree that your electronic consent at account opening is your electronic signature which specifically records your signature and assent to the Membership and Account Agreement and constitutes your agreement to the terms and conditions of the Membership and Account Agreement. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

c. Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, audio response, online banking or telephone). If the Credit Union accepts any draft that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

d. ACH & Wire Transfers. If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by

Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

e. Credit Union Examination. The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

f. Electronic Check Transactions.

i. Electronic Checks. If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer ("EFT") subject to the terms of the Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

ii. Electronic Re-presented Checks. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the

procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if for any other reason the item is deemed ineligible for collection.

**11. Account Rates and Fees.** The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the Rate and Fee Schedule and each Share Certificate, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

**12. Transaction Limitations.**

a. Withdrawal Restrictions. The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient available funds may be returned and, if paid, will be subject to a service charge as set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment, levy, or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks) of up to 60 days, as required by law, before such withdrawal.

b. Transfer Limitations. For Prime Shares and Money Market accounts, you may make up to six (6)

preauthorized, automatic, telephonic or audio response transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders, including orders received through the automated clearing house (ACH). There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union; and (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union and the Credit Union may impose a charge.

c. Sub Accounts. Your Checking Account consists of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. If your Account is an Account Type on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non interest bearing. The saving sub account will be governed by the rules governing our other savings accounts indicated within the Transactions Limitations Section of your Membership and Account Agreement. This process will not affect your available balance, the interest you may earn, NCUA insurance protection, your monthly statement, or any other features of your Account.

**13. Overdrafts.**

a. Your Overdraft Liability. If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. However, the Credit union will not charge an



overdraft fee for covering an ATM or debit card purchase transaction unless you request such protection. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. Overdraft Protection Plan. If we approve your request for overdraft protection, we will provide an overdraft protection plan for you. We will honor drafts drawn on insufficient funds in any checking account by transferring the funds from a Savings, Money Market, Ready Money loan account, Home Equity Line of Credit account or credit card account, if applicable, to your checking account. If you elect to have transfers from a deposit, Ready Money, Home Equity or credit card account, funds will be transferred in the amount necessary to clear the overdrawn item. If you elect to have transfers from shares, funds will be transferred in the amount necessary to clear the overdrawn item. If you elect to have transfers from a loan account, you authorize us to access your account and transfer funds to your checking account. The fee for overdraft transfers is set forth on the Rate and Fee Schedule. Transfers from a deposit account will be governed by this Agreement. Transfers from your Ready Money loan account, Home Equity Line of Credit or credit card account will be governed by the applicable loan agreement.

**14. Postdated and Staledated Items.** You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice, which will lapse within fourteen (14) days unless continued in writing, within that

time. A written notice will be effective for six (6) months. A notice may be renewed from time to time by telephone or in writing. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six months after its date.

## **15. Stop Payment Orders.**

a. Stop Payment Request. You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date and exact amount of the check or ACH and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

b. Duration of Order. The Credit Union may accept an oral stop payment order which will lapse within 14 calendar days unless continued in writing within that time. A written stop payment order will be effective for six months for drafts and checks. A written stop payment order for ACH or electronic items will remain in effect until the earlier of (1) the withdrawal of the stop payment order by the account holder, or (2) the return of the debit entry or where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific originating company, or the return of all such debit entries. A written stop payment order may be

renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.

c. **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth on the Rate and Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**16. Lost Items.** The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

**17. Credit Union's Liability for Errors.** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees

and any written form will be resolved by reference to this Agreement and applicable written form.

**18. Credit Union Lien and Security Interest.** To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest (except IRAs) at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

**19. Legal Process.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

**20. Account Information.** Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (3) such disclosure is in compliance with the law, government agencies or court orders; or (4) you give us your written permission.

**21. Notices.**

a. **Name or Address Changes.** It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is required to attempt to communicate with you only at the most recent address you have

provided to the Credit Union. The Credit Union will accept notices of a change in address and any other notice from you only if provided in writing to the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Rate and Fee Schedule.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced in writing. No joint owner may remove another joint owner from the account without the consent of all owners. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

c. Effect of Notice. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. If you have elected to receive notifications electronically, the notice is effective the date the notice is made available to you. Notice to any one account owner is considered notice to all owners of the account.

**22. Taxpayer Identification Numbers (TIN) and Backup Withholding.** If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend the opening of your account, or you may request a non-dividend bearing account until a TIN is provided.

## **23. Statements.**

a. Contents. If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only

one statement is necessary for a multiple party account. For checking accounts, you understand that when paid your original check becomes property of the Credit Union and may not be returned to you, but copies will be retained by Credit Union and made available upon your request. You understand your statements and checks are made available to you on the date the statement is mailed to you. This includes: written statements we mail to you or if you have requested an electronic statement, the statement information provided through the home banking service.

b. Examination. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized item drawn on your account if (1) you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (2) there are any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements and draft copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks have been made available to you.

d. Electronic Statements (eStatements). If your statement is provided electronically, you will be sent an electronic mail notice that will direct you to the website where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. Electronic mail from us will be sent to the electronic mail address provided by the account owner. You understand that your eStatement is made available to you on the date the electronic mail notice is sent.

**24. Dormant and Abandoned Accounts.** If you have an account that you have not made a withdrawal from, deposit to, or transfer involving your account for more than twelve (12) months and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may classify

your account as an inactive account and may charge an inactive account service fee as allowed by applicable law and set forth on the Rate and Fee Schedule. Thereafter, dividends will not be paid on the account if the balance falls below any minimum balance requirement. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. Checking accounts will continue to incur the monthly maintenance fee, if applicable, until closed by the member. You authorize us to transfer funds from an available account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you for three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**25. Death of Account Owner.** You irrevocably waive the right to make a testamentary disposition of any account with the Credit Union, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim. You and any surviving owner or beneficiary agree(s) to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this Agreement and any account designations of yours.

**26. Termination of Account.** The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (6) if there has been any misrepresentation or any other abuse of any of your accounts. You may terminate any account (except a share account) at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

**27. Termination of Membership.** You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

**28. Special Account Instructions.** You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. An item presented as "payment in full" must be presented in person to a Credit Union officer, or the payment will be accepted with the rights of the Credit Union reserved. Account changes requested by you or any account owner, such as adding an account or service, must be evidenced by a signed Account Form accepted by the Credit Union. Account closure (s) requested by you or any account owner must be signed by the account owner and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without



written authorization and the original or certified copy of a valid and current Power of Attorney.

**29. Severability.** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

**30. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

**31. Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Washington and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

## II. FUNDS AVAILABILITY POLICY

For savings accounts, we reserve the right to place reasonable holds on fund deposits to the extent permitted by law.

For checking accounts, our funds availability policy is set forth below.

**1. General Policy.** Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day

we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Credit Union holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit (e.g. third party checks), funds may not be available until the second business day after the day of your deposit. However, the first \$500 of your deposit will be available on the same business day. If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**3. Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**4. Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- a. We believe a check you deposit will not be paid.
- b. You deposit checks totaling more than \$5,000 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six months.
- e. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

#### **5. Deposits at Automated Teller Machines.**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be immediately available. Cash deposits will be available on the second business day after the day of your deposit, and certain checks will be available on the fifth business day after the day of your deposit. You can make deposits at ATMs not owned or operated by us that are part of the CO-OP Network, Member Access Pacific, Northwest CU Alliance and PLUS Share Deposit Network or such other terminals the Credit Union may designate. Longer delays may apply, see #4 above.

**6. Deposits at Shared Branches.** Funds from any deposits made at a Shared Branch outlet (identified as part of the FSCC Shared Branch network) may not be immediately available. Cash deposits and deposits of Federal, State and Local Government checks and some payroll checks are available immediately. The first \$500 of deposits of local checks is available the next business day and the rest is available the fifth business day. Longer delays may apply, see #4 above.

**7. Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state, and

local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**8. Mobile Deposits.** Funds from mobile deposits will be generally available on the first business day after the day of the mobile deposit, except the first \$500 of aggregate deposits from mobile and ATM deposits will be available immediately.

Rev. 12/12/16

**VERITY CREDIT UNION**  
**ELECTRONIC SERVICES AGREEMENT**

**(Online & Mobile Banking, Bill Payer, External Funds Transfers & Mobile Deposit Services)**

This Agreement is the contract, which covers your and our rights and responsibilities concerning the Electronic Services including: Online & Mobile Banking, Bill Payer, External Funds Transfers and Mobile Deposit services offered to you by Verity Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who submit an Online Authorization Form for and any authorized users. In this Agreement the words "we" and "us" and "our" and "ours" mean Verity Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union.

By submitting an Online Authorization Form, you agree to the following terms governing your and our rights and responsibilities concerning Online Branch, Bill Payer, Mobile Banking, External Funds Transfers and Mobile deposit services ("Electronic Services") and electronic funds transfers ("EFTs") involving your accounts.

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. For consumer accounts, the primary accountholder may enroll in the Electronic Services and is responsible for the acts of any joint accountholder. Anyone enrolling represents that he or she is the primary accountholder and is authorized to enroll in the Service. Anyone using the Electronic Services represents that he or she has full authority to use the Services and to engage in any action taken by him or her. For business and organizational accounts, the Electronic Services may be established by any authorized user of the account holder. Any joint accountholder or an authorized user, acting alone, may effect transactions through the Electronic Services.

**1. Online Branch Services.** Upon approval, you may use a computer to access your accounts with the online banking (Online Branch) service. You must use your User ID along with your security code (Password) to access your accounts. Online Branch is accessible seven (7) days a week. This service may be unavailable during brief maintenance periods. To access this service you will need an electronic device and a web browser (such as Google, Mozilla Firefox, Safari etc.). The online address for Online Branch is **www.veritycu.com**. You are responsible for the installation, maintenance and operation of your device and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your device.

**a. Online Branch Transactions.** At the present time, you may use Online Branch to:

- Transfer funds between your savings, checking, and loan accounts, as allowed, including loan payments.
- Transfer funds to accounts of other members and persons using the External Funds Transfer service
- Review savings and checking account balance, transaction history and dividend information.
- Review loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges (excluding credit cards and mortgage loans with escrow accounts).
- Review available copies of cleared checks, e-statements and tax information
- Make bill payments from your checking account using the Bill Payer service
- Access and use the personal financial management services and budgeting tools
- Communicate with the Credit Union using direct messaging.
- Manage financial and security alerts and initiate disputes of eligible transactions.

Transactions involving your savings and checking accounts will be subject to the terms of your Membership and Account Agreement. Transactions involving your loan accounts will be subject to your applicable Loan Agreement and Disclosures.

**b. Online Branch Service Limitations & Requirements.** The following limitations and requirements on Online Branch transactions may apply:

i. Transaction Authorization. You authorize us to debit your account for any transactions processed through Online Branch or other Electronic Service, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.

ii. Transfers. You may make funds transfers between accounts of yours as often as you like. However, transfers from your savings, or money market accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

iii. Account Information. The account balance and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for ATM deposit transactions and our Funds Availability Policy.

iv. Secure Messaging. You may use the secure messaging function within Online Branch to send messages to us during business hours.. However, the secure messaging function may not be used to initiate a transfer on your account. The Credit Union may not immediately receive messaging communications sent by you; therefore, the Credit Union will not take action on transaction requests. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request; call the Credit Union at the telephone number set forth below.

v. Personal Financial Management Services. The personal financial management services allows you to consolidate and track your financial information within the Online Branch service. The service is provided to assist you in organizing and managing your finances. The budgeting tools are for informational purposes only, and are not intended to provide legal, tax or financial advice. No alerts will be generated based on this information. Your data input will directly affect the quality of the budgetary data output.

**2. Bill Payer Services.** When you apply for bill payment service (Bill Payer) you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution.

**a. Bill Payer Transactions.** You authorize us to process Bill Payer transactions from your checking account. You or any persons who you have authorized to use your Bill Payer service or Password can perform the following Bill Payer transactions:

- **Make Bill Payments.** Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount from your designated checking account.
- **Obtain Information.** Obtain information (payee information, payment status information, etc.) about your bill payment account status.
- **Bill Payer Payment Transactions.** You authorize us to process bill payments from your designated account. You may use the Bill Payer service to initiate different types of payment transactions.

i. Payment Transactions. You may use Bill Payer to initiate single or recurring bill payment transactions. Single payments are payments initiated today with today's transfer date. Payments can be canceled or changed through Bill Payer until payment has been processed. Recurring payments are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Payer to set recurring payments to continue indefinitely or to stop on a specific date. Payments can be canceled or changed through Bill Payer until payment has been processed.



ii. **Number and Authorized Payees.** There is no limit on the number of payments or payees you may authorize. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Payer transaction, you authorize us to transfer funds from your checking account. We will process Bill Payer transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit Union has the proper payee member number. The Credit Union will not process any Bill Payer transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to process the Bill Payer transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.

**b. Processing Bill Payer Transactions.** The amount of your requested bill payment will be deducted from your account on the Scheduled Payment Date. A maximum dollar limit of \$ 10,000 per transaction applies. You must have sufficient funds available to cover your payment on the Scheduled Payment Date. It is your responsibility to schedule your Bill Payer transactions in such a manner that your obligations will be paid on time. You should enter and submit your Bill Payer transactions at least ten (10) business days prior to the payment due date. If you do not allow sufficient time, you assume full responsibility for any late payments and/or finance charges that may be imposed as a result of your failure to submit a timely Bill Payer transaction. You will be notified if a payment fails, and the bill payment service will automatically attempt to retry the payment on the next business day. If the payment is successful on the next day, you will not be notified again. If the payment fails on the retry, you will be notified a second time. The Credit Union will not process any Bill Payer transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Bill Payer request the payment will not be processed. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.

**c. Canceling or Changing Bill Payer Transactions.** Payments designated as Single transactions cannot be stopped, canceled or changed after payment has been processed. You may cancel Recurring Bill Payer transactions by following the Bill Payer instructions. If you discover an error or want to change a transaction (i.e. payment date or payment amount) for a Bill Payer transaction you have already submitted, you may electronically edit or cancel your transaction through Bill Payer. Your cancellation or change request must be submitted through Bill Payer before the payment is withdrawn from the account. If your transaction is not canceled in a timely manner, you will be responsible for the payment. If you wish to place an oral stop payment on a recurring Bill Payer transaction, the Credit Union must receive your oral stop payment request at least three (3) business days before the Scheduled Payment Date. You may call the Credit Union at the telephone number set forth below to request a stop payment. If you call the Credit Union, you may be required to confirm your stop payment request in writing within 14 days after the call.

**3. Mobile Banking Services.** Mobile Banking is a personal financial information management service that allows you to access account information and conduct transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

**a. Mobile Banking Transactions.** At the present time, you may use Mobile Banking to:

- Transfer funds between your savings, checking, and loan accounts, as allowed, including loan payments.
- Transfer funds to accounts of other members and persons using the External Funds Transfer service

- Review savings and checking account balance, transaction history and dividend information.
- Review loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges (excluding credit cards and mortgage loans with escrow accounts).
- Review available copies of cleared checks, e-statements and tax information
- Make bill payments from your checking account using the Bill Payer service
- Make Mobile deposit transactions
- Access and use the personal financial management services and budgeting tools
- Communicate with the Credit Union using electronic mail (E-mail).

The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Access enrollment website at [www.veritycu.com](http://www.veritycu.com). When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Branch will be accessible through the Mobile Banking service.

**b. Use of Services.** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Access service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

**c. Access to Accounts.** By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Password or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

**d. Relationship to Other Agreements.** You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

**e. Mobile Banking Service Limitations and Conditions.** When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions:

- i. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- ii. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.
- iii. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Access to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- iv. No Commercial Use or Resale. You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.
- v. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- vi. Additional Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.
- vii. Third Party Beneficiary. You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, set forth in this subsection j., and such service providers are, for the purposes of this subsection j., third party beneficiaries with the power to enforce those provisions against you, as applicable

#### **4. External Funds Transfers**

**a. External Funds Transfer Services.** By enrolling in Person to Person Payments and Account-to-Account Funds Transfer services (External Funds Transfers) you agree to the following service terms and conditions. By using compatible and supported devices the Service allows you to electronically transfer funds from your account with us to your account at another financial institution, or from your account with us to other individuals' accounts. You must have Online Banking to use the Service. The Service is only available for accounts at U.S. financial institutions and funds are transferred in U.S. dollars. We reserve the right to modify the scope of Online Money Movement Services at any time. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand the Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

**b. Definitions.**

"ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

"Transaction Account" is a transaction account (checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information) from which your payments as a Sender will be debited, any Service fees will be automatically debited, or to which payments and credits to you will be credited.

"Transfer Instruction" is the information provided by the Sender to the Service for a transfer or payment to be made to a Receiver (name, mobile telephone number, email address, and financial institution account and routing number information, etc).

"Receiver" is a person or business entity that is sent a payment transaction through the Service.

"Sender" is a person or business entity that sends a payment transaction through the Service.

**c. Person to Person Payments Service.** The Person to Person Payments Service enables you use the Credit Union online banking service: (1) to initiate a payment transaction from an Transaction Account to a recipient person in U.S. dollars. Although debit processing networks are used to execute Person to Person Service payment transactions, both ACH and Debit processing networks may be used to facilitate the execution and transmission of payment transactions. All payment transactions must be made through the Credit Union online banking service and are subject to the terms of this Agreement. Receipt of payment transactions may be made through the Credit Union online banking service subject to the terms of this Agreement.

i. Initiation of Payment Transactions. You may initiate (a) a one-time payment transaction to a Receiver for which processing shall be initiated immediately, (b) a one-time payment transaction to a Receiver for which processing shall be initiated at a later specified date, and (c) a recurring series of payment transactions to a Receiver for which processing shall be initiated on the specified dates. Payment transactions initiated to Receivers are processed by you providing contact information about the Receiver either an email address or mobile telephone number and the Person to Person Payments Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver and then (ii) provide Transaction Account information in order to complete the payment transaction.

You understand and agree that when you initiate a payment transaction from an Transaction Account using the Person to Person Service, the processing of the payment transaction will begin and the debiting of your Transaction Account will occur as early as the day of such initiation. The payment funds may be transferred into the Receiver's Transaction Account as soon as the same day that you initiated the payment transaction. If you request a one-time payment transaction to be initiated on a specified date or a recurring series of payment transactions to be initiated on specified dates, then the processing of the payment transaction will

begin on the specified date and the debiting of your Transaction Account will occur as early as the specified date(s).

ii. Payment Authorization and Payment Remittance. By providing us with names and telephone numbers, email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Transfer Instructions that we receive through the Payment to Payment Service. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf. You also authorize us to credit your Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information or Transfer Instructions (including but not limited to the Transfer Instructions and name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate.

iii. Payment Methods and Amounts. We impose limits on the amount of funds you can send. These limits may be adjusted from time-to-time at our sole discretion. You may log in to online banking to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic debit or point of sale debit.

iv. Receipts and Transaction History. You may view your transaction history by logging into the online banking service and viewing your transaction history.

v. Calls to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes.

vi. Prohibited Payments. The following types of payments are prohibited and we have the right but not the obligation to monitor for, block and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories;
- Payments that violate any law;
- Payments for donations or payments to an unauthorized charity or non-profit organization
- Payments that violate any terms in this Agreement; and
- Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.

In no event shall we be obligated to research or resolve or be liable for any claims or damages resulting from your scheduling of prohibited payments.

#### **d. Account-to-Account Transfer Service**

The Account-to Account Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) between your Account(s) that you maintain with us and your Account(s) that are maintained by other financial institutions.

i. Transfer Authorization and Processing. You represent and warrant that you are the sole owner of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts. You also authorize us to



reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

ii. Transfer Methods and Amounts. We may, at our sole discretion, impose limits on the amount of money you can transfer through our Account-To-Account Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

iii. Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

iv. Stop Payment Requests. If you as a Sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

v. Failed or Returned Transfers. In using the Account-To-Account Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; (c) You may be assessed a fee by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit; (d) You will reimburse us for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (e) We are authorized to report the facts concerning the return to any credit reporting agency.

vi. Refused Transfers. We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

vii. Returned Transfers. In using the Account-To-Account Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

viii. Your Responsibilities for Accurate Information. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**5. Security of Access Code (Password).** The access code is your Personal Identification Number (Password) you select for your security. Your Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password or Wireless Device for Mobile Banking available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Password or Wireless Device, you understand that person may use the Online Branch, Bill Payer or Mobile Banking service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. If you authorize anyone to use your Password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Password is changed. If you fail to change your Password or maintain the security of your Password and the Credit Union suffers a loss, we may terminate your electronic services immediately.

**6. Member Liability.** You are solely responsible for all transfers you authorize using any Services under this Agreement. If you permit other persons to use your Password or access code and initiate transactions with this Service, you are responsible for any transactions they authorize or conduct on any of your Accounts.

**a. Liability on Business Accounts.** For business Accounts, you understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your Account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, Passwords or access codes and other information to prevent unauthorized access to or use of your Accounts through this Service. If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission. When you give someone your access code, you are authorizing that person to access your deposit Accounts using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

**b. Liability on Consumer Accounts.** For EFT transactions on a consumer deposit account, under this Agreement, you are responsible for all transactions you authorize using Online Branch, Bill Payer, Mobile Banking or External Funds transfer services. For consumer Accounts, transactions by family members or friends that you allow on your Account are authorized by you. If you permit other persons to use your Password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us immediately if you believe anyone has used your Password and accessed your accounts without your authorization. For EFT transactions, if you notify us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not notify us within two (2) business days after you learn of the unauthorized use of your account or Password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

If your statement shows EFT transactions that you did not make, notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from notifying us, we may extend the time period.

If you believe your Password has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately by one of the following:

Telephone: 206.440.9000 or 800.444.4589

In person at one of the Verity Credit Union branches.

Mail: Verity Credit Union, PO Box 75988, Seattle, WA 98175-0988.

**7. Business Days.** Our business days are Monday through Friday. Holidays are not included.

**8. Fees and Charges.** The fees and charges for the electronic services are outlined below. Fees and charges may be changed from time to time. We will notify you of any changes as required by law.

- **Online & Mobile Banking Services.** There is no fee for Online & Mobile Banking services.
- **Bill Payer service.** There is no fee for Bill Payer services.

**9. Transaction Documentation.** Transactions submitted through Online Branch, Bill Payer or Mobile Banking services will be recorded on your monthly statement sent to you by mail or e-statements if you have requested e-statements.

**10. Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as stated on our website at: [www.veritycu.com](http://www.veritycu.com). However, we may disclose information to third parties about your account or the transactions you submit in the following limited circumstances:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agencies or court orders;
- d. If you give us your express written permission.

**11. Credit Union Liability for Electronic Services.**

**a. Consumer Accounts.** If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong account or Password, you have not properly followed any applicable service or Credit Union user instructions for making Online Branch, Bill Payer, or Mobile Banking transactions.
- If your personal computer malfunctioned or the phone lines were not working properly or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.



- If, through no fault of ours, a Bill Payer, Online Branch or Mobile Banking transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.
- If an error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet Service Provider, any computer virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

**b. Business Accounts.** The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Electronic Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Electronic Services provided for in this Agreement. We shall have no liability for not completing a transaction, if we receive actual notice or have reason to believe that you have filed for bankruptcy, the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your Account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or regulation, or this Agreement. We will not be liable if you fail to report timely any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control.

**12. Termination of Electronic Services.** You agree that we may terminate this Agreement and your Online Branch, Bill Payer, or Mobile Banking services, if you, or any authorized user of EFT services or Password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or Password. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, monthly fees will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**13. Amendments.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you, by mail, at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**14. Statement Errors on Consumer Accounts.** In case of errors or questions about your EFT transactions on consumer accounts, contact us at the phone number or address set forth above as soon as possible. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and member number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

## **15. Mobile Deposit Services**

### **a. Operation of Service.**

i. Mobile Deposit Capture Process. If we approve the Mobile Deposit service for you, you must use your Password with your Login to access your accounts. You may photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

ii. Funds Availability. Funds from items deposited through the Service will be available in accordance with the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through Mobile Deposit are not received by the Credit Union until we have acknowledged receipt and provided credit to your account.

iii. Deposit Limitations. You may use Mobile Deposit to deposit no more than a total of \$10,000 per day, and for a total not to exceed \$30,000 in any 7 day period.

iv. Deposit Acceptance. You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit session. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

### **b. Member Account.**

i. Member Account. You must designate a Credit Union savings or checking as the settlement account to be used for the purposes of settling transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

ii. Responsibility for Imaging. You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for you.

iii. Deposit Requirements. You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not falling within this requirement you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will meet the image quality standards that we specify in online instructions or in this Agreement.

iv. Check Retention & Destruction. You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Membership and Account Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond forty-five (45) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

v. Deposit Prohibitions. You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means: (i) any substitute check, the original of which has already been presented for deposit via the Service, (ii) any image of a check that has already been deposited either as an original or as a substitute check, (iii) any original check, the substitute check of which has already been presented for deposit via Mobile Deposit; (iv) any check made payable (individually or jointly) to someone who is not an owner on your account; (v) any post-dated or stale-dated check; (vi) money orders, travelers checks, or gift checks; (vii) starter checks or counter checks; and (viii) state warrants or other instruments that are not checks. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

vi. Your Representations and Warranties. You represent and warrant:

- (i) that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- (ii) that all checks deposited through the Service are made payable to you;
- (iii) that all signatures on each check are authentic and authorized; and
- (iv) that each check has not been altered.

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold Credit Union and its agents harmless from and against all liability, damages and loss arising out of any

claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

vii. Financial Responsibility. You understand that you remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

viii. Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Membership and Account Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

**c. Credit Union's Obligations.**

i. Financial Data. We will review and process your electronic file through a batch processing at one time per day. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

ii. Service Availability. You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

iii. Exception Items. When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union there from may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.

iv. Account Information. We will provide you with daily transaction history via the Internet and the Online Branch service detailing items processed, return items, and deposit adjustments.

v. Retention of Check Images. Credit Union will retain any images of deposited items for six (6) years.

**d. Disclaimer of Warranties.**

**MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.**

**e. Credit Union's Liabilities.**

i. Direct Damages. THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

ii. Your Duty to Report Errors. You will notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

iii. Credit Union's Performance. You acknowledge and agree that Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Credit Union in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that Credit Union's systems and procedures established for providing the Service are commercially reasonable.

iv. Limitation of Liability. Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

- (i) We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;



- (ii) The ownership of funds involving a transaction is in question;
- (iii) We suspect a breach of the security procedures;
- (iv) We suspect that your account has been used for illegal or fraudulent purposes; or
- (v) We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Credit Union will not be liable if Member fails to report timely any error or discrepancy reflected in an account statement prepared by Credit Union, or if Member fails to report a breach of a security procedure. If Credit Union fails to perform under this Agreement in accordance with the standards set herein, Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

**f. Force Majeure.** The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

**16. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled to, subject to Washington law, payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

Verity Credit Union/Farleigh Wada Witt

October 2019

October 2019

**FACTS****WHAT DOES VERITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

**How?**

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Verity Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Verity Credit Union share?	Can you limit this sharing?
--	---------------------------------	-----------------------------

**For our everyday business purposes—**

such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus

Yes

No

**For our marketing purposes—**

to offer our products and services to you

Yes

Yes

**For joint marketing with other financial companies**

Yes

Yes

**For our affiliates' everyday business purposes—**

information about your transactions and experiences

Yes

No

**For our affiliates' everyday business purposes—**

information about your creditworthiness

Yes

Yes

**For our affiliates to market to you**

Yes

Yes

**For our nonaffiliates to market to you**

No

We don't share

**To limit our sharing**

- Call (206) 440-9000
- Visit us online: [veritycu.com/privacy](https://veritycu.com/privacy)
- Mail the form below

**Please note:**

If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us any time to limit our sharing.

**Questions?**

Call (206) 440-9000 or go to [veritycu.com](https://veritycu.com)

**Mail-in Form**

Mark any/all you want to limit:

- ☐ Do not use my personal information to market to me.
- ☐ Do not share my personal information with other financial institutions to jointly market to me.
- ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- ☐ Do not allow your affiliates to use my personal information to market to me.

Name

Address

City, State, Zip

Prime Share Account #

**Mail to:**

Verity Credit Union  
P.O. Box 75974  
Seattle, WA 98175

## Who we are

**Who is providing this notice?**

Verity Credit Union

## What we do

**How does Verity Credit Union protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does Verity Credit Union collect my personal information?**

We collect your personal information, for example, when you

- open an account or deposit money
- pay your bills or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes-information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

**What happens when I limit sharing for an account I hold jointly with someone else?**

Your choices will apply to everyone on your account.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies such as Credit Union Home Mortgage Solutions and Puget Sound Business Lending Group*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Verity Credit Union does not share with nonaffiliates so they can market to you.*

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include financial companies such as CUSO Financial Services (CFS); nonfinancial companies, such as LifeHelp and TruStage; and others, such as Identity Fraud, Inc. and CU Realty*



## VERITY CREDIT UNION TRUTH-IN-SAVINGS DISCLOSURE-SAVING AND CHECKING ACCOUNTS

**1. Rate Information**

The Interest Rate and Annual Percentage Yield (APY) on your accounts are set forth on the Rate Disclosure. The APY is an annualized percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding.

The interest rate and APY for all accounts are set by Verity's Pricing Committee.

The Velocity Checking, Cartwheel Checking, Money Market (MM), and Variable IRA share accounts are tiered rate accounts.

Once a balance range is met, the APY for that range will apply to the entire balance, except for the Velocity Checking, Cartwheel Checking and Sweet Deal Cartwheel Checking accounts. Please see #7 below for a thorough description of Velocity Checking, Cartwheel Checking and Sweet Deal Cartwheel Checking rate calculation information.

**2. Interest**

Interest is paid at the end of an interest period at the rates set by the Pricing Committee.

The Interest rates and Annual Percentage Yields set forth in the Rate Disclosure are accurate as of the effective dates stated.

**3. Compounding & Crediting**

Interest is compounded and credited monthly. The interest period for all accounts begins on the first calendar day of the period and ends on the last calendar day of the period as set forth in the Rate Disclosure.

**4. Accrual of Interest**

Interest begins to accrue on all deposits on the business day the deposit is made to the account. Interest is calculated by the daily balance method, which applies a daily periodic rate to the principal balance in the account at the end of the day. Fees may reduce interest earnings on the account.

**5. Account Limitations - Balances & Interest**

The minimum balance required to open accounts is set forth in the Rate Disclosure.

For members who have only one Prime Share account, no other Verity CU accounts and an average daily balance of less than \$200 during the quarter, a single service/low balance fee will be assessed each quarter.

The average daily balance is calculated by adding the end-of-day balance in the account for each day of the month and dividing that figure by the number of days in the month.

**6. Account Limitations - Transactions**

For Prime Share, Savings, Youth Prime Share and MM, no more than six (6) preauthorized, automatic or telephone transfers may be made from these accounts to another account of yours or to a third party in any month.

For MM accounts, the minimum check withdrawal amount is \$500. For Variable IRAs, during the first six (6) days after an account is opened, withdrawals may be made without restriction.

**7. Reward Checking Account Limitations**

Limit one (1) rewards checking account per primary accountholder. Rewards checking include Cartwheel, Sweet Deal Cartwheel, Velocity, Cash Back and Double Cash Back Checking accounts.

Must be at least 18 years old to open a rewards checking.

**Cartwheel, Sweet Deal Cartwheel, Velocity, Cash Back and Double Cash Back Checking** account limitations: To earn the reward rate or cash back and ATM refunds, the accountholder must meet the following following three (3) requirements per Monthly Qualification Cycle:

1. Make at least 12 point of sale (POS) purchases using their debit card. 2. Agree to receive account statements electronically (eDocuments) and provide a valid email address.

3. Log in to Verity Online Branch at least once during the cycle. A Monthly Qualification Cycle for Velocity, Cartwheel, Sweet Deal Cartwheel, Cash Back and Double Cash Back Checking is from the last calendar date of the previous month to the day before the last calendar day of the current month (ex. June 30-July 30). Only debit card transactions processed by merchants and received by the credit union as POS transactions count towards qualifying transactions. Transactions must post and settle to account during the Monthly Qualification Cycle to qualify.

Debit card transactions processed by merchants and received by the credit union as ATM transactions do not count toward qualifying debit card transactions.

For **Cash Back Checking**, if the accountholder meets the monthly qualifications, the account will be refunded up to 2.00% of the first \$250 spent via POS purchases during the cycle. Maximum cash back award is \$5 per Monthly Qualification Cycle. If qualifications are not met, ATM fees are not refunded and no cash back reward is earned.

For **Cartwheel Checking**, the APY for balances above \$10,000 will be a blend of 2.00% for balances less than or equal to \$10,000 and 0.05% for balances above \$10,000. For **Velocity Checking**, the APY for balances above \$15,000 will be a blend of 2.00% for balances less than or equal to \$15,000 and 0.05% for balances above \$15,000.

For **Sweet Deal Cartwheel Checking**, the APY for balances above \$10,000 will be a blend of 5.00% for balances less than or equal to \$10,000 and 0.05% for balances above \$10,000.

In addition to the reward rate, all domestic ATM fees incurred that cycle will be credited to the account if the qualifications are met.

For **Double Cash Back Checking**, if the accountholder meets the monthly qualifications, the account will be refunded up to 4.00% of the first \$250 spent via POS purchases during the cycle. Maximum cash back award is \$10.00 per Monthly Qualification Cycle.

If qualifications are not met for Cash Back or Double Cash Back Checking, ATM fees are not refunded and no cash back reward is earned.

If the account qualifications are not met, Cartwheel, Sweet Deal Cartwheel and Velocity Checking will not earn interest on the entire account balance and will not receive ATM refunds for that time period.

Verity may change the interest rate, tiers and APY at any time after the account is opened.

**8. Youth Prime Shares**

Persons with the ages of newborn through 17 are eligible for a Youth account. When the member reaches the age of 18 years, the account becomes a regular Prime Share.

Revised April 8, 2019

## VERITY CREDIT UNION FEE SCHEDULE

## SAVING AND CHECKING ACCOUNTS

<b>Verity Membership Fee</b> (not charged for youth accounts)	\$5.00
<b>Savings Fees</b>	
Single Service/Low Balance Fee (If average balance for the quarter <\$200)	\$10.00 per quarter
Youth accounts exempt from Single Service/Low Balance fee	
Undeliverable Address Fee	\$4.00 per month
<b>Money Market (MM)</b>	
MM Checks (30 Checks)	<b>FREE</b>
<b>Checking Fees</b>	
Inactive Checking Account Fee (account inactive >365 days)	\$5.00 per month
<b>Debit Card Fees</b>	
Transaction Fee	<b>FREE</b>
Initial Debit Card	<b>FREE</b>
Replacement Card Fee, each	\$6.00
Priority Delivery	\$25.00 - \$36.00
<b>Wire Transfer Fees</b>	
Wire Transfer - Incoming (Domestic)	<b>FREE</b>
Wire Transfer - Incoming (International)	\$40.00
Wire Transfer - Outgoing (Domestic)	\$20.00
Wire Transfer - Outgoing (International)	\$40.00
<b>Account Access Fees</b>	
Online Banking Access	<b>FREE</b>
Telephone Teller Access	<b>FREE</b>
Bill Pay Service	<b>FREE</b>
Overnight Checks	\$14.95
Same Day Bill Payment	\$9.95
<b>Popmoney Fees</b>	
Send Money (3 days)	<b>FREE</b>
Send Money (Next Day)	\$1.50
Request Money (3 Days)	\$1.50
Stop Payment Fee	\$20.00
E-Greetings	<b>FREE</b>

**Miscellaneous Fees**

Money Order Fee	\$2.00 per money order
Cashier's Check Fee	\$2.00 per check
Share (Corporate) Check Fee	<b>FREE</b>
Notary Fee (Non-Members)	\$5.00
Coin Counting Machine Usage (Verity Members)	<b>FREE</b>
Coin Counting Machine Usage (Non-Members)	5% of total coin counted

**Foreign Item (Check) Processing Fees**

Second Party Returned Foreign Check Fee	\$10.00
<b>Less than \$2,500 (US Equivalent)</b>	
Checks from other foreign countries, payable through foreign banks	\$5.00 per item
Plus additional correspondent bank fees ranging from \$1 to \$22 depending on the country	
<b>\$2,500 or greater (US Equivalent)</b>	
Correspondent bank fees for collection and courier	\$25.00 per item
	Plus 3rd party bank fees

**General Transaction Account Fees**

Account Research / Balance / Reconciliation	\$20.00 per hour / \$20 min.
Overdraft / NSF Fee	\$28.00 per item
Overdraft Fee POS-ATM	\$28.00 per item
Check Copy Retrieval / Research Fee	\$20.00 per hour
Check Printing Fee	Prices vary based on style
Cleared Check Copy Fee	\$3.00 per item
(first 2 per account per statement FREE)	
Counter Check Fee (12 checks)	<b>FREE</b>
Current Month History / Statement Copy	\$5.00
Electronic Debit Returned NSF Fee	\$28.00
Empty Envelope Deposit in ATM Fee	\$25.00
Non-Sufficient Funds (NSF) Fee	\$28.00
Overdraft Transfer from Shares	\$10.00
Paper Statement Fee	\$2.00 per statement
Age 0-15 and 75+ exempt from fee	
Pay by Phone by Debit/Credit Card or ACH Fee	\$15.00
Member-Initiated Online Payment by Debit/Credit Card Transaction Fee	\$10.00
Member-Initiated Online Payment by ACH Fee	<b>FREE</b>
Postdated Item Fee	\$5.00 per item
Deposited Returned Check Fee	\$20.00
Regulation D Transfer Fee	\$10.00 per / \$20 max/day
Second Party Returned Check Fee	\$10.00
Stop Payment	\$20.00 per request
Visa Gift Card	\$2.00 per card

TRUTH-IN-SAVINGS DISCLOSURE	CERTIFICATE ACCOUNTS
1. <b>Rate Information</b>	<p>The Interest Rate and Annual Percentage Yield on your account are set forth on the Certificate Rate Disclosure. The Annual Percentage Yield is a percentage rate that reflects the total amount of interest to be paid on an account based on the Interest Rate and frequency of compounding for an annual period. The Interest Rate and Annual Percentage Yield are fixed and will be in effect for the term of the Account. The Annual Percentage Yield is based on an assumption that interest will not be withdrawn until maturity. A withdrawal of interest will reduce earnings.</p>
2. <b>Compounding and Crediting</b>	<p>For all Certificate Accounts, interest will be compounded and credited monthly.</p>
3. <b>Balance Information</b>	<p>The minimum balance required to open and maintain a Certificate is \$1,000, except for the Savers Certificate account, which has a minimum balance requirement of \$100. The Savers Certificate has an add on feature that permits additional deposits during the term of the certificate.</p>
4. <b>Accrual of Interest</b>	<p>Interest begins to accrue on deposits on the business day the deposit is made to your account. Interest is calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account at the end of the day.</p>
5. <b>Transaction Limitations</b>	<p>After your account is opened, you may make additional deposits to your account only during the first ten (10) days. The Savers certificate allows additional deposits at any time. You may withdraw accrued, credited interest upon posting without penalty. Withdrawals of principal are subject to penalty.</p>
6. <b>Maturity</b>	<p>Your account will mature on the maturity date set forth in your Certificate. If no action is taken, the certificate will renew into the same certificate type at the current stated rate.</p>
7. <b>Early Withdrawal Penalty</b>	<p>We may impose a penalty if you withdraw any of the principal before the maturity date.</p>
<b>a. Amount of Penalty</b>	<p>The amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows: Terms of 365 days or less - 90 days interest. Terms of more than 365 days - 180 days interest.</p>
<b>b. How the Penalty Works</b>	<p>The penalty is calculated as a forfeiture of all or part of the interest and may include principal.</p>
<b>c. Exceptions to Early Withdrawal Penalties</b>	<p>At our option, we may close or draw from the account before maturity without imposing an early withdrawal penalty under the following circumstances:</p> <ol style="list-style-type: none"> <li>1. When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.</li> <li>2. Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after establishment; or where the account is an IRA and the owner attains age 59-1/2 or becomes disabled.</li> </ol>
8. <b>Renewal Policy</b>	<p>Your accounts are automatically renewable accounts. Your account will automatically renew for another term upon maturity, and you have a grace period of ten (10) days from certificate maturity to change terms without penalty.</p>
9. <b>Nontransferable/Nonnegotiable</b>	<p>Your account is nontransferable and nonnegotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with Verity CU.</p>
Revised January 1, 2017	

# Verity Credit Union

## Consent to Electronic Delivery – Electronic Documents

To request and subscribe to electronic delivery of periodic statements and notices (eDocuments) with Verity Credit Union (Credit Union) using an e-signature, you must consent to receive statements, notices and other related documents electronically.

*You consent and agree:*

1. **Online E-Document Delivery.** To receive Electronic Documents online and acknowledge having reviewed, printed or otherwise received them:
  1. **Electronic Documents and Billing Error Notice & Credit Union Annual Privacy Notices.** The E-Statement delivery will include periodic deposit account statements, periodic mortgage loan statements, future disclosures required by law, notices, newsletters, special offers and promotional materials electronically. Electronic Documents will contain the same information as the paper statements you have been receiving, which includes: deposit account balance and transaction activity for deposit accounts, mortgage loan payment and balance information, VISA credit card accounts and electronic funds transfer (EFT) services, year-to-date interest, and error notification procedures. Disclosures and notices we may send in the future include: notices of change in terms for deposit, EFT or credit card services; Annual Privacy Notices, periodic notice of billing error rights and year-end tax statements for dividends earned.
2. **Online Delivery Terms.** The following terms and conditions will apply to our delivery and your receipt of Electronic Documents online
  1. a. **Online Banking Access & Delivery of Electronic Documents.** We will post Electronic Documents to the Online Banking area of our website by the 3rd day of each month. You may access Electronic Documents as PDF documents provided through the Online Banking service. We will email you an alert to tell you an Electronic Document has posted to your account and is available for viewing.
  2. b. **System Requirements.** To view and print Electronic Documents online you will need Adobe Acrobat Reader software, version 4.0 or higher (you can download this free from [www.adobe.com](http://www.adobe.com) ) Adobe Acrobat requires 64MB of RAM, 24 MB available disk space, Intel Pentium or Power PC processor - Mac, Windows 95 or higher or Mac OS 8.6 or higher) Computer running the latest version of Firefox, Safari or Microsoft Internet Explorer in order to view the site in 128-bit encryption.
  3. c. **Fees or Restrictions.** There are no account fees or service restrictions for choosing to consent for Electronic Statements. For paper statement delivery, there is a fee. Please refer to the current Rate and Fee Schedule.
  4. d. **Your Responsibilities.** You are responsible for notifying the Credit Union of any changes to your email address by calling the Credit Union at (800) 444-4589. You also have the ability to update your primary email address at any time by editing your preferences within Online Banking. If the Credit Union learns that you are no longer receiving our email notifications (for example, an email to you is returned as undeliverable), the Credit Union may discontinue sending Electronic Documents notifications and your Electronic Document service. The Credit Union will make a reasonable attempt to redeliver your notification electronically. The Credit Union is not obligated to verify that you are receiving your E-Statement notifications or accessing your Electronic Documents.
  5. e. **Right to Cancel.** You have the right to cancel Electronic Documents and receive paper Periodic Statements at any time by contacting any branch office or requesting the documents by telephone at (800) 444-4589. You can also do this by submitting a secure message through Online Banking. Your cancellation will become effective after we have received it and had a reasonable opportunity to act on it. Paper copies of past statements are subject to the standard duplicate statement fee as provided on your Rate and Fee Schedule. You agree that we can terminate your E-Statement access and provide printed mailed statements for any reason at any time.

## WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES



An overdraft occurs when your available balance (account balance less any pending transactions or holds) in your account is not sufficient to cover a transaction but we pay it anyway. We can cover your overdrafts in several ways:

- 1) We offer **overdraft protection**, which involves linking your checking account to another account or line of credit. If an overdraft occurs, funds will automatically transfer from the linked account to your checking account to cover the transaction.
- 2) We have two types of overdraft privilege. All deposit accounts have **standard overdraft privilege**, which allows the account to be drawn negative with certain transactions, including checks, ACH auto debits, recurring debit card payments & online bill pay items.

You can opt-in to **extended overdraft privilege**, which covers the same transactions as standard overdraft privilege, and allows ATM transactions and everyday debit card transactions to draw the account negative. Note: All business accounts have extended overdraft privilege and do not need to opt-in.

### How much does it cost?

There is a \$28.00 fee charged each time standard or extended overdraft privilege is used and we pay an overdraft for checks, ACH auto debits, recurring debit card payments, online bill pay items, ATM transactions or everyday debit card transactions.

If you have overdraft protection and linked your checking account to another deposit account, a \$5.00 fee will be charged each time funds are automatically transferred to cover an overdraft. If linked to a line of credit, there is no fee for the automatic transfer of funds, but the amount transferred is subject to interest charges.

We pay overdrafts at our discretion, meaning we do not guarantee that we will authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined. There is no limit on the total fees we can charge you for overdrawing your account.

If you would like extended overdraft privilege, you must opt-in using one of the methods below:

- Call our Member Service Center at (206) 440-9000 or (800) 444-4589
- Visit [veritycu.com/overdraft](https://veritycu.com/overdraft) and fill out the Overdraft Request Form
- Email us at [overdraftrequest@veritycu.com](mailto:overdraftrequest@veritycu.com)
- Return the attached Overdraft Request Form to any Verity Credit Union branch
- Send the attached Overdraft Request Form to: **Verity Credit Union**

**P.O. Box 75974  
Seattle, WA 98175-0974**

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### Extended Overdraft Privilege Request Form

\_\_\_\_ Yes, I want Verity to authorize and pay overdrafts on my ATM and debit transactions.

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Account Number: \_\_\_\_\_



## overdraft coverage options: overdraft privilege and overdraft protection

Verity Credit Union understands that unexpected overdrafts occur from time to time – Overdraft Coverage can help.

### Overdraft Coverage Options

The choice is yours. Consider these ways to cover overdrafts:

Service	Cost
<b>Overdraft Protection Link to Another Deposit Account you have at Verity Credit Union<sup>1</sup></b>	<b>\$5 fee per transfer</b>
<b>Overdraft Protection Line of Credit<sup>1, 2</sup></b>	<b>Subject to interest</b>
<b>Overdraft Privilege</b>	<b>\$28 overdraft fee per item.</b>

<sup>1</sup>Contact us at (800) 444-4589 or OverdraftRequest@veritycu.com, or come by a branch to sign up or apply for these services; <sup>2</sup>Subject to credit approval.

**Overdraft Protection** services apply to all types of transactions and may help protect your account from being overdrawn by automatically transferring funds to your checking account from another account or line of credit you may have at Verity Credit Union for a fee or finance charge. Please note that lines of credit are subject to credit approval.

**Overdraft Privilege** allows you to overdraw your account up to the disclosed limit for a fee in order to pay a transaction. Even if you have overdraft protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted.

Transactions Covered with Overdraft Privilege	Standard Coverage (No action required)	Extended Coverage (Your consent required)*	If you would like to select Extended Coverage for future transactions:
Checks	X	X	<ul style="list-style-type: none"> <li>call us at (800) 444-4589,</li> <li>visit us online at <a href="http://www.veritycu.com/overdraft">www.veritycu.com/overdraft</a>,</li> <li>visit any branch, or</li> <li>e-mail us at OverdraftRequest@veritycu.com</li> </ul>
ACH - Auto Debits	X	X	
Recurring Debit Card Payments	X	X	
Online Bill Pay Items	X	X	
Teller Window Check Clearing	X	X	
ATM Withdrawals		X*	
Everyday Debit Card Purchases		X*	

\* If you choose Extended Coverage on your consumer account, **ATM withdrawals and everyday debit card transactions** will be included with the transactions listed under Standard Coverage. If you already have Extended Overdraft Privilege coverage, it is not necessary to request it again. Business accounts automatically have Extended Coverage.

You can discontinue the Overdraft Privilege in its entirety by contacting us at (800) 444-4589 or sending us an e-mail at OverdraftRequest@veritycu.com.

## **overdraft coverage options: overdraft privilege and overdraft protection**

### **What Else You Should Know**

- We post items in the following order: 1) ACH credits, 2) internal transfers and loan payments, 3) checks (in the order received), 4) ACH debits (in the order received), 5) ATM and debit card transactions (in the order received, may post throughout the day). However, exceptions will occur. Holds on funds (described below) and the order in which transactions are posted may impact the total amount of overdraft or return fees assessed.
- Verity authorizes and pays transactions using the available balance in your account. The available balance is comprised of the ledger balance (collected funds) less any debit card holds, and does not include any deposited funds on hold. Verity may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure. If the funds in the available balance are not sufficient to cover a transaction, any available overdraft protection and/or the amount of the Overdraft Privilege limit, may be used to authorize and pay a transaction. Verity Credit Union will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the transaction amount. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed. Please call us at (800) 444-4589 if you have any questions.
- A link to a savings account or a line of credit is a less expensive option than an overdraft. A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts. Good account management is the best way to avoid overdrafts. Use our mobile banking, Internet banking, and telephone banking services to keep track of your balance.
- The \$28 fee is the same fee that would be charged if a check was returned as unpaid. If multiple items would overdraw your account on the same day, each item would be assessed an appropriate Overdraft fee or a Return fee of \$28. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn in excess of the Overdraft Privilege limit amount as a result of a fee.
- Even if you have overdraft protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted.
- Although under payment system rules, Verity Credit Union may be obligated to pay some unauthorized debit card transactions, Verity Credit Union will not authorize debit card or ATM transactions unless there are available funds (including Overdraft Coverage Options) to cover the transactions and any fee(s).
- Giving us your consent to pay every day debit card and ATM overdrafts may result in you incurring overdraft fees for transactions that we would otherwise be required to pay without assessing an overdraft fee. However, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit and may also help you avoid overdrafts in excess of your available funds that could result in restriction of your debit card.
- Except as described in this letter, Verity Credit Union will not pay items if your account does not contain available funds (including the Overdraft Privilege limit) to cover the item(s) and the amount of any fee(s).
- We may restrict your debit card use if you incur overdrafts in excess of the available funds in your account, including any Overdraft Privilege limit.
- Overdraft Privilege limits of up to \$800 are available for eligible Personal Checking accounts opened at least 30 days in good standing.
- Overdraft Privilege limits of up to \$1000 are available for eligible Business Checking accounts opened at least 60 days in good standing.
- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice.
- Overdraft Privilege may be discontinued if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance thirty (30) days for a minimum of one business day.
- Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Deposit Account and Disclosure Agreement. The total (negative) balance, including all fees and charges, is due and payable upon demand.

If you have any questions about Overdraft Protection or Overdraft Privilege, please contact Verity at (800) 444-4589 or visit a branch.



## FUNDS AVAILABILITY POLICY

For savings accounts, we reserve the right to place reasonable holds on fund deposits to the extent permitted by law.

For checking accounts, our funds availability policy is set forth below.

**1. General Policy.** Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Credit Union holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business after the day of your deposit. Depending on the type of check that you deposit (e.g. third party checks), funds may not be available until the second business day after the day of your deposit. However, the first \$500 of your deposit will be available on the same business day. If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**3. Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**4. Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons: a. We believe a check you deposit will not be paid.

b. You deposit checks totaling more than \$5,000 on any one day.

- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six months.
- e. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**5. Deposits at Automated Teller Machines.** Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be immediately available. Cash deposits will be available on the second business day after the day of your deposit, and certain checks will be available on the fifth business day after the day of your deposit. You can make deposits at ATMs not owned or operated by us that are part of the CO-OP Network, Member Access Pacific, Northwest CU Alliance and PLUS Share Deposit Network or such other terminals the Credit Union may designate. Longer delays may apply, see #4 above.

**6. Deposits at Shared Branches.** Funds from any deposits made at a Shared Branch outlet (identified as part of the FSCC Shared Branch network) may not be immediately available. Cash deposits and deposits of Federal, State and Local Government checks and some payroll checks are available immediately. The first \$500 of deposits of local checks is available the next business day and the rest is available the fifth business day. Longer delays may apply, see #4 above.

**7. Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**8. Mobile Deposits.** Funds from mobile deposits will be generally available on the first business day after the day of the mobile deposit, except the first \$500 of aggregate deposits from mobile and ATM deposits will be available immediately.



**ATTACH VOIDED CHECK HERE**

## Loan Payment Form - External

Borrower(s): Cory Cummins Loan #: \_\_\_\_\_  
Savannah Cummins

Address: 29 Parke Ln  
Longview WA 98632

**COMPLETE THIS SECTION TO HAVE PAYMENTS DRAWN FROM A FINANCIAL INSTITUTION  
 OTHER THAN VERITY CREDIT UNION**

Financial Institution Name \_\_\_\_\_ Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

Type of Account: ☐ Checking (Attach Voided Check) ☐ Savings (Attach copy of statement or deposit slip)

I/We acknowledge that the origination of ACH transactions to my/our account must comply with the provisions of US law. I/We authorize Verity to make withdrawals from the above account as specified below.

Payment Amount\* \$ 422.07 ☒ Minimum Payment Due 06/23/2022  
 \*Please specify exact amount to pay or check box to withdraw the minimum payment to loan Date of first Withdrawal

Frequency of Payments (Please check one) ☒ Monthly ☐ Bi-Weekly (every other week) ☐ Semi-Monthly

**Should there be insufficient funds in the designated account on the day that Verity Credit Union, its successors and/or assignees initiates the debit entry, it is your responsibility to make the payment directly to Verity Credit Union by check, cash, or another payment method. Applicable late fees may be assessed as per the terms of the loan contract.**

I/We understand that I/we may cancel the automatic payment at anytime with 4 business days written notice to Verity CU.

Please feel free to contact our Member Service Department at (800) 444-4589 should you have any questions concerning your loan.

DocuSigned by:  
  
 83A02A726DFE460... Cory Cummins

4/24/2022  
 Date

DocuSigned by:  
  
 4A8D92354D064ED... Savannah Cummins

4/24/2022  
 Date